

# **EXHIBIT AA**



January 15, 2015

Mr. Norman Beamer  
Ropes & Gray LLP  
1900 University Avenue, 6th Floor  
East Palo Alto, CA 94303-2284  
E-mail: norman.beamer@ropesgray.com  
cc: kevin.post@ropesgray.com

Re: Motorola v. Microsoft Matters (the "*Matters*") -

- *In the Matter of Certain Gaming and Entertainment Consoles, Related Software, and Components Thereof* (ITC Case No. 337-TA-752)
- *Microsoft Corporation v. Motorola, Inc., Motorola Mobility, Inc., and General Instrument Corporation*, 2:10-cv-01823-JLR (W.D. Wash.)
- *Motorola Mobility, Inc., et al. v. Microsoft Corporation*, 2:11-CV-003430-JLR (W.D. Wash.)
- *Motorola Mobility, Inc., et al. v. Microsoft Corporation*, 2:11-CV-00595-MAT (W.D. Wash.)
- *Motorola Mobility, Inc. et al., v. Microsoft Corporation*, 3:10-CV-700 (W.D. Wis)

Dear Mr. Beamer

This letter is in regards to engagement agreement (the "Agreement") entered into between Motorola Mobility, Inc. ("MM") and Berkeley Research Group, LLC ("BRG") dated April 22, 2011 and attached hereto, for Dr. David Teece's ("Teece") services on the Matters. As you know we have not provided services on the Matters for approximately two years and Teece's work was primarily in the ITC proceeding of the Matters (which has now concluded). As such, and pursuant to the terms of the Agreement, this letter is to serve as notice that the Agreement is now terminated effective January 22, 2015. To the extent there is additional work you would like us to perform on the Matters we would be available to do so subject to a new engagement agreement. Please let us know what instructions you would like us to follow in regards to any case files or materials we may have in relation to the Matters.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Tenenbaum", is written over a horizontal line.

Adam M. Tenenbaum  
Deputy General Counsel

Attachment

Berkeley Research Group LLC

181 W. Madison Street, Suite 2950 • Chicago, Illinois 60602 USA • P: 312-429-7900



ROPES & GRAY LLP  
1900 UNIVERSITY AVENUE, 6<sup>TH</sup> FLOOR  
EAST PALO ALTO, CA 94303-2284  
WWW.ROPESGRAY.COM

April 22, 2011

Norman H. Beamer  
T +1 650 617 4030  
F +1 650 566 4149  
norman.beamer@ropesgray.com

**VIA E-MAIL – ATenenbaum@brg-expert.com**

Mr. Adam Tenenbaum, Esq.  
Assistant General Counsel  
Berkeley Research Group LLC  
181 W. Madison Street, Suite 2950  
Chicago, IL 60602

Re: Consulting Agreement

Dear Mr. Tenenbaum:

This will confirm that Ropes & Gray has retained the Berkeley Research Group to provide expert consulting and support services on its behalf and on behalf of its client Motorola Mobility, Inc. in connection with litigation between Motorola Mobility and Microsoft Corporation. This includes the engagement of Dr. David Teece as a potential testifying expert and as the lead for this engagement.

The terms of this engagement shall be as set forth in your April 21, 2011 letter to me (attached), which I have executed, subject to the following clarifications: As stated above, the client is Motorola Mobility, Inc., and there are several ongoing litigations between Motorola Mobility and Microsoft that this engagement applies to. These include:

- *In the Matter of Certain Gaming and Entertainment Consoles, Related Software, and Components Thereof* (ITC Case No. 337-TA-752)
- *Microsoft Corporation v. Motorola, Inc., Motorola Mobility, Inc., and General Instrument Corporation*, 2:10-cv-01823-JLR (W.D. Wash.)
- *Motorola Mobility, Inc., et al. v. Microsoft Corporation*, 2:11-CV-00343-JLR (W.D. Wash.)
- *Motorola Mobility, Inc., et al. v. Microsoft Corporation*, 2:11-CV-00595-MAT (W.D. Wash.)
- *Motorola Mobility, Inc., et al. v. Microsoft Corporation*, 3:10-CV-700 (W.D. Wis.)

ROPES & GRAY LLP

Mr. Adam Tenenbaum, Esq.

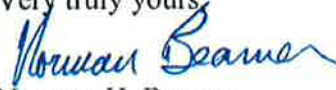
- 2 -

April 22, 2011

In addition, notwithstanding any of the provisions of the April 21 letter, Dr. David Teece will not be engaged adversely to Motorola during the terms of this engagement.

Please confirm the arrangement set forth above by signing this agreement and returning it to me.

Very truly yours,



Norman H. Beamer

NHB/jss  
Enclosures

I agree to the arrangement set forth above by signing this agreement.

Date: 4/22/11



Mr. Adam Tenenbaum, Esq.



April 22, 2011

Via E-Mail

Mr. Norman Beamer  
Ropes & Gray LLP  
1900 University Avenue, 6<sup>th</sup> Floor  
East Palo Alto, CA 94303-2284

E-mail: norman.beamer@ropesgray.com

Re: Microsoft Corporation v. Motorola, Inc., Motorola Mobility, Inc., and General  
Instrument Corporation (*the "Matter"*)

Dear Mr. Beamer:

This will confirm that the law firm of Ropes & Gray LLP ("Law Firm") on behalf of Motorola Inc. ("Client") has engaged Berkeley Research Group, LLC ("BRG") to provide expert consulting and support service(s) in the above-captioned Matter.

Dr. David Teece ("Expert") will provide expert consulting services and will lead this engagement. Should Expert require support in order to efficiently perform tasks required by this engagement, Expert will use the support staff of BRG. If specific support is required which cannot reasonably be provided by the support staff of BRG, Expert may employ or contract for additional support personnel. Law Firm and Client acknowledge that Expert's opinions are independent and objective, and not necessarily those of other employees or affiliates of BRG. It is understood that prior to the submission of any statement describing the nature of any opinions of Expert in this matter to any third party, Expert will be provided with the opportunity to review such statement for accuracy.

Client shall compensate BRG for professional services provided, which shall include Expert's fees and backup support hourly fees. In addition to professional fees, Client will reimburse BRG for external project-related expenses (e.g., data sets, reports, copy services, travel, meals, services of outside vendors), plus an amount equal to five percent (5%) of BRG's professional fees to cover internal project related expenses (e.g., technology, fax, phone, supplies and photocopies). Expert's hourly billing rate is US \$975. BRG staff hourly billings rates are set forth on Attachment A. Hourly rates may change in the future and Client will be advised of any such change prior to its implementation. Upon request, BRG will provide Law Firm and Client an estimate of the fees and costs it anticipates incurring in a future period.

BRG will send its invoices in this matter to Counsel who agrees to forward these invoices to Client as soon as possible, but in no more than 14 days. To expedite prompt payment, BRG may also send copies of its invoices directly to Client, electronically where possible.

Berkeley Research Group LLC

181 W. Madison Street, Suite 2950 • Chicago, IL 60602 USA • P: 312.429.7900



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April 22, 2011

Page 2 of 5

A copy of BRG's Standard Commercial Terms, which Law Firm and Client accept and which is incorporated herein, is attached.

Please remit payments by check to:

Berkeley Research Group, LLC  
Attn: Kim Starr, Chief Financial Officer  
2200 Powell Street  
Suite 1200  
Emeryville California, 94608  
EIN: 27-1451273

Please remit payments by wire to:

Account Name: Berkeley Research Group,  
LLC  
Account No: 4122014426  
Bank: Wells Fargo  
ABA No: 121000248

The work undertaken by Expert and BRG in connection with this matter is being done for and under the direction of the Law Firm and Client and, accordingly, is part of the Law Firm's and Client's work-product. BRG and Expert shall not disclose any confidential or privileged information to any third party; provided, however, that BRG and Expert may disclose confidential or privileged information (a) to BRG's employees, affiliates, vendors or agents who provide services in connection with this engagement, (b) with Client's written consent, or (c) when legally required to do so. Both parties agree that confidential and proprietary information will not be construed to include information that is available from public sources or sources not subject to obligations of confidentiality to the Law Firm or Client.

This agreement may be executed in one or more counterparts, each of which may be signed and transmitted via facsimile or PDF electronic delivery with the same validity as if it were an ink-signed document.

Law Firm, on behalf of Client, or BRG may terminate this engagement upon seven (7) days written notice.

Sincerely,

  
Adam M. Tenenbaum, Esq.  
Assistant General Counsel

AGREED AND ACCEPTED:

Ropes & Gray LLP, on behalf of  
Motorola, Inc.

By

  
Mr. Norman Beamer

Dated





CONFIDENTIAL

April 22, 2011

Page 3 of 5

**Berkeley Research Group, LLC Standard Commercial Terms**

BRG will bill for services on a monthly basis and will provide sufficient detail identifying services rendered and expenses incurred. In some circumstances, bills may be sent more frequently. BRG's billing statements shall be paid within seventy-five (75) days of the statement date. Client agrees that it will review BRG's statement upon receipt and will advise BRG of any objection to or dispute with the statement and the work reflected in the statement within seventy-five (75) days of the statement date. In the event the Client disputes part of BRG's bill, the undisputed part shall be paid within seventy-five (75) days of the statement date. Without liability, BRG and Expert reserve the right to withhold delivery of services, testimony, reports or data (written or oral), or suspend work, if the account on this engagement is not current. A late payment charge of one percent (1%) per month (or the maximum rate permitted by law, whichever is less) may be added to any outstanding invoices that are past due.

BRG will provide a reasonably itemized statement of expenses incurred on this engagement, and shall provide copies of original invoice or other documentation on itemized expenses over \$75 upon request. The Client shall reimburse BRG for reasonable itemized expenses less than \$75 without a copy of the original invoice or other documentation.

Depending on the particulars of the project BRG is undertaking on Client's behalf, Client may be asked to pay a retainer in advance of BRG's performance of services. BRG will hold the retainer until it renders its final invoice, at which time it will apply the retainer to any outstanding balance due. Any portion of the retainer not so applied at the conclusion of the work will be returned to Client.

Any estimate of anticipated fees for services that may be provided to Client prior to or during the course of the work on this matter is BRG's best estimate of the effort that will be required to complete the services based on the information available to BRG at the time. Under no circumstances shall such an estimate be deemed a maximum fee or a fixed price.

BRG shall not be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

In the event Expert or BRG is requested pursuant to subpoena or other legal process to produce any documents or to provide testimony relating to engagements for Client in judicial or administrative proceedings to which BRG is not a party, Client shall reimburse BRG and Expert at standard billing rates for all professional time and expenses, including reasonable attorneys' fees, incurred in preparing for and responding to requests for documents and providing testimony.

Except as otherwise required by law or special circumstance, at the end of this engagement, BRG will send to Client, a notification outlining BRG's case closing procedures. In summary, BRG will return all case information provided by Client, and provide Client with BRG's final work product in appropriate media as agreed by BRG and Client. Work papers associated with our consulting services are the confidential property of BRG. In the event that there are special circumstances (such as a subpoena, court order or other legal hold, or storing of case records and information for Client for a specified period of time after the scope of work is complete), Client will be responsible within thirty (30) days for providing BRG with written instructions for BRG to follow. Client shall be responsible for payment of expenses (such as storage, destruction and return shipment costs) incurred by BRG in preserving documents due to such special circumstances. These expenses may be submitted to Client



CONFIDENTIAL

April 22, 2011

Page 4 of 5

after the final bill for BRG professional services has been rendered. Any remaining case information in the possession of BRG, i.e. generated reference and research materials, as well as work product, etc., will be processed according to BRG's case retention policies and schedule.

BRG is engaged by many other companies and individuals. BRG's determination of conflicts is based on the substance of the work to be performed on an engagement as opposed to the parties involved. It is possible that some of BRG's and Expert's past, present or future clients will have disputes with and other matters relating to Client during the course of and subsequent to this engagement. Client agrees that BRG and Expert may be engaged by parties with interests that are adverse to and may not be consistent with the interests of Client. BRG and Expert reserve the right to accept unrelated engagements with other parties consistent with internal, prior practices, and will not be required to advise Client of such engagements in the future. Client agrees that the services provided in this engagement will not preclude BRG from providing services in any other unrelated engagement in which Client is or may be adverse to BRG's client, and Client further agrees that it will not bring any proceeding against BRG on the basis of such alleged conflict of interest arising out of the services to be provided under this agreement. Where appropriate BRG and Expert will institute procedures to protect the confidentiality of information provided by Client on this engagement. Client's engagement of BRG and Expert is expressly conditioned on Client's agreement not to use the fact of BRG's or Expert's current or previous engagement by any opposing client in other matters as a means of enhancing or diminishing Expert's or BRG's credibility in conjunction with any appearance before a trier of fact.

Any controversy, dispute, or claim between Client on the one hand and BRG and Expert on the other hand of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this agreement, including any claim based on contract, tort, or statute, shall be resolved at the request of any party to this agreement, by final and binding arbitration, administered by and in accordance with the then existing Rules of Practice and Procedure of Judicial Arbitration & Mediation Services, Inc. (JAMS), or its successor entity, and judgment upon any award rendered by the arbitrator may be entered by any State or Federal Court having jurisdiction thereof. Any such arbitration shall take place exclusively in San Francisco, California. The prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in enforcing this agreement through arbitration or otherwise and reasonable attorneys' fees and costs incurred in appealing or enforcing any judgment entered by the arbitrator in any court having jurisdiction. The parties shall not be liable to each other for any consequential, incidental, special or punitive damages, nor shall BRG or Expert be liable for direct compensatory damages in excess of the fees actually received by BRG for the performance of services hereunder.

Unless otherwise explicitly stated, all provisions of this Agreement shall survive the expiration or termination of this engagement. BRG shall be paid for all time and expenses incurred up to the termination of this agreement. Neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party. These Standard Commercial Terms, and the engagement letter to which these terms are appended, including the exhibits, if any, constitutes the entire agreement between BRG and Client with respect to the subject matter hereof and supersedes all other oral and written representations, understandings or agreements relating to the subject matter hereof.





CONFIDENTIAL.

April 22, 2011

Page 5 of 5

Attachment A  
Staff Billing Rates

Senior Managing Consultant/Economist	\$350 and above per hour
Managing Consultant/Economist	\$300 to \$375 per hour
Consultant	\$275 to \$325 per hour
Senior Associate	\$200 to \$300 per hour
Associate	\$150 to \$235 per hour
Case Assistant	\$75 to \$175 per hour